

Terms and Conditions of Bidder Participation

April __, 2022

These Terms & Condition are with respect to the auction sale of the tangible and intangible assets of Mich's Maccs LLC (the "Property").

YOU ARE BOUND BY THE PROVISIONS OF THESE TERMS AND CONDITIONS AND THE CONTRACT OF SALE.

THE SALE OF THIS PROPERTY IS "AS IS" WITHOUT ANY PROMISE, REPRESENTATION OR WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OTHER THAN AS MAY BE EXPRESSLY CONTAINED HEREIN. YOU ASSUME ALL RISKS OF ANY NATURE IN SUBMITTING A BID AND IN BUYING THE PROPERTY.

The Owner is the Debtor-in-Possession in Bankruptcy Case: In re. Mich's Machs, LLC; Case # 21-11567-dsj (the "Case") currently proceeding in the United States Bankruptcy Court for the Southern District of New York (the "Court"). The sale hereunder is subject to the final approval of the Court.

REGISTRATION:

All participants ("Bidder(s)") are required to register by (i) submitting these Terms & Conditions fully completed with their full name, address and phone number; (ii) to have read these Terms and Conditions prior to bidding at the auction, and thereby acknowledging that you are being allowed to participate in this auction in reliance upon your representing you have reviewed these Terms and Conditions and have agreed to comply with the terms set forth herein and (iii) having deposited into the escrow account of seller's attorney a non-refundable deposit of no less than \$5,000 (refundable promptly after auction in the case you are not the winning bidder or backup bidder).

Escrow Wire Instructions: _____

The undersigned is being allowed to participate at auction based upon Bidder's acknowledgement and agreement that it did not rely upon any written or oral statements, warranties or representations of any auctioneer, broker or Seller or their respective agents regarding the Property, or the completeness of any information provided in connection with the Property, the process, or the auction.

BIDDING AND CONTRACT EXECUTION:

In the event you as a Bidder submit a bid that is the highest bid at the auction, you shall be required to immediately

(and in no event less than 1 business day) sign a Contract of Sale for the purchase of the Property at your highest bid. A copy of such Contract is attached hereto as Exhibit A. The pre-auction deposit may be credited against such deposit amount. The Contract of Sale shall not contain any financing contingency, due diligence or feasibility period, or any other such contingency.

“AS IS” AND “WHERE IS” SALE NO WARRANTY; SUBJECT TO RESTRICTIONS & OTHER POTENTIAL LIABILITIES:

Except as expressly provided in these Terms and Conditions, the Property is being sold by Seller in “AS IS, WHERE IS” condition, without warranty of any nature, either express or implied, including, but not limited to, the nature and/or condition of the Property. It is highly recommended that Bidder(s) conduct all due diligence prior to bidding.

CLOSING; TITLE; TAXES AND CHARGES:

At closing, Seller shall convey the Property free and clear of any monetary liens and/or monetary encumbrances. Closing shall take place 5 days after the Court approves the sale.

HIGHEST BIDDER / BUYER DEFAULT:

If Highest Bidder / Buyer fails to promptly execute the Contract of Sale in the amount bid at auction, fails to complete settlement as provided herein, or defaults in any manner under these Terms and Conditions, Buyer shall be forfeit the Deposit to Seller. At no time after a default by Buyer shall Sellers be restricted from selling the Property.

JURISDICTION:

The Court shall be the sole jurisdiction to resolve any disputes surrounding this auction sale, all terms and conditions of the auction and transfer of the Property, or any other disputes by any parties related hereto.

MISCELLANEOUS

These Terms and Conditions are hereby incorporated into the Contract of Sale, in the event of contradiction, these Terms shall govern. The person signing these Terms and Conditions and the Contract of Sale individually represents that, if he/she is acting on behalf of an entity, that he/she is fully and validly authorized to act on behalf of the entity and that the entity is financially capable of fulfilling the Terms and Conditions and the Contract of Sale. All notices required by the Contract of Sale or these Terms and Conditions, shall be sent to the address specified for each party on the front part of the Contract of Sale and delivered by certified U.S. mail or by a national overnight delivery service.

I have read and understand and agree to these Terms and Conditions.

BIDDER: _____

By: _____

Name: _____

Title: _____

Date: _____

Attorney, if applicable:

